COMMITMENT FOR TITLE INSURANCE

#### CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by: CHICAGO TITLE INSURANCE COMPANY 3400 BANK OF AMERICA TOWER 701 5TH AVENUE SEATTLE, WA 98104 (206) 628-5666

CHICAGO TITLE INSURANCE COMPANY

Form C 9800 (Reprinted 09/00)



### CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

A T T A	COMMITMEN
A.L.I.A.	COMMITMEN.

SCHEDI	ULE A			Order No.:	1175199
Title Unit: Phone: Fax: Officer:	(206)628-5610 (206)628-9717	Customer Number: LONG Buyer(s): NER/CAMPBELL/MINOR		GINAL WAY	rs.
Commitme	ent Effective Date	OCTOBER 24, 2005	at 8:00 A.M.		
ALTA 199 COM	or Policies to be iss A Owner's Policy 2 STANDARD MERCIAL OWNE osed Insured:	ued: RS STANDARD RATE	Amount: Premium: Tax:	\$0.00	
ALTA	or Policies to be iss A Loan Policy	sued:	Amount: Premium: Tax:	\$0.00	
Propo	sed Insured:				
ALTA	or Policies to be iss A Loan Policy used Insured:	sued:	Amount: Premium: Tax:	\$0.00	
2. The esta FEE	ate or interest in the SIMPLE	he land which is covered by the est in the land is at the effection of the company, A DELAWARE	ve date hereof vested in:		

4. The land referred to in this Commitment is described as follows: SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

COMMA804/2

## CHICAGO TITLE INSURANCE COMPANY A.L.T.A. COMMITMENT

### SCHEDULE A (Continued)

Order No.: 1175199 Your No.:

### LEGAL DESCRIPTION EXHIBIT (Paragraph 4 of Schedule A continuation)

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 19, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF WEST FIDALGO STREET AS SAID STREET WAS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 178890 UNDER ORDINANCE NUMBER 46352 OF THE CITY OF SEATTLE WITH THE WESTERLY MARGIN OF EAST MARGINAL WAY AS ESTABLISHED UNDER ORDINANCE NUMBER 32881 OF THE CITY OF SEATTLE, AND RUNNING THENCE SOUTH 19°36'23" EAST, ALONG THE WESTERLY MARGIN OF SAID EAST MARGINAL WAY, 148.91 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY MARGIN OF WEST FIDALGO STREET AS RELOCATED AND ESTABLISHED UNDER ORDINANCE NUMBER 80645 OF THE CITY OF SEATTLE WITH THE WESTERLY MARGIN OF SAID EAST MARGINAL WAY, WHICH POINT OF INTERSECTION IS THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTH 19°36'23" EAST, ALONG THE WESTERLY MARGIN OF SAID EAST MARGINAL WAY, 154.09 FEET;

THENCE SOUTH 70°23'37" WEST 655 FEET;

THENCE NORTH 19°36'23" WEST 312.14 FEET TO THE SOUTHERLY MARGIN OF SAID WEST FIDALGO STREET AS RELOCATED UNDER SAID ORDINANCE NUMBER 80645;

THENCE NORTH 83°57'35" EAST, ALONG SAID SOUTHERLY MARGIN, 673.80 FEET TO THE TRUE POINT OF BEGINNING.

CLTACMA6/RDA/0999

#### CHICAGO TITLE INSURANCE COMPANY

## ALTA COMMITMENT SCHEDULE B

Order No.: 1175199

Your No.:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

#### **GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, other utilities, or garbage collection and disposal.
- G. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims, or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS FOLLOW

WLTACOMB/RDA/0999

Order No.: 001175199 Your No.:

#### SPECIAL EXCEPTIONS

A 1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE:

INGRESS AND EGRESS FOR AUTOMOBILE

ROADWAYS AND FOR SPUR TRACKS

AREA AFFECTED:

PORTION OF SAID PREMISES

RECORDED:

SEPTEMBER 14, 1951

RECORDING NUMBER:

4169674

B 2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE:

PRIVATE ROADWAY

AREA AFFECTED:

THE SOUTHERLY 6 FEET OF SAID PREMISES; AND OTHER PROPERTY

RECORDED:

JULY 29, 1954

RECORDING NUMBER:

4470012

- SAID INSTRUMENT CONTAINS PROVISIONS FOR BEARING THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE ROADWAY BY THE USERS.
- 3. AN EASEMENT FOR SIDE SEWER AFFECTING THE PORTION OF SAID PREMISES STATED HEREIN AND CONTAINING A PROVISION FOR BEARING EQUAL COSTS OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF SAID COMMON SEWER BY THE USERS:

WIDTH:

6 FEET

LOCATION:

PORTION OF SAID PREMISES AND OTHER

PROPERTY, AS CONSTRUCTED

RECORDED:

NOVEMBER 6, 1969

RECORDING NUMBER:

6585382

4. RELEASE OF DAMAGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:

KAISER GYPSUM COMPANY, INC.

AND:

CITY OF SEATTLE

RECORDED:

JANUARY 28, 1954

RECORDING NUMBER:

4414751

RELEASING CITY OF SEATTLE FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM:

Order No.: 1175199 Your No.:

#### SPECIAL EXCEPTIONS

PERMISSION TO CONSTRUCT A SIDE SEWER TO CONNECT THE PREMISES AT A GRADE LESS THAN THE MINIMUM GRADE OF TWO PER CENT (2%) REQUIRED BY ORDINANCE NUMBER 82321 OF THE CITY OF SEATTLE.

5. RELEASE OF DAMAGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:

LONGVIEW FIBRE CO.

AND:

CITY OF SEATTLE

RECORDED:

SEPTEMBER 21, 1954

RECORDING NUMBER:

4488215

RELEASING CITY OF SEATTLE FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING

PERMISSION TO CONSTRUCT A SIDE SEWER TO CONNECT THESE PREMISES AT A GRADE LESS THAN THE MINIMUM GRADE OF 2% REQUIRED BY ORDINANCE NUMBER 82321.

6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, AN OREGON CORPORATION, AND ITS LESSEE UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION, NORTHERN PACIFIC RAILWAY COMPANY, A WISCONSIN

CORPORATION, GREAT NORTHERN RAILWAY COMPANY, A MINNESOTA CORPORATION, AND CHICAGO, MILWAUKEE, ST. PAUL AND

PACIFIC RAILROAD COMPANY, A

WISCONSIN CORPORATION

AND:

LONGVIEW FIBRE COMPANY, A DELAWARE

CORPORATION

RECORDED:

SEPTEMBER 23, 1957

RECORDING NUMBER:

4835287

REGARDING:

INSTALLATION AND MAINTENANCE OF PLANKING BETWEEN THE RAILS OF RAILROADS' TRACKS IN EAST MARGINAL

WAY

Order No.: 1175199 Your No.:

#### SPECIAL EXCEPTIONS

7. RELEASE OF DAMAGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:

LONGVIEW FIBRE COMPANY

AND:

CITY OF SEATTLE

RECORDED:

NOVEMBER 6, 1969

RECORDING NUMBER:

6585381

RELEASING CITY OF SEATTLE FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM:

PERMISSION TO CONSTRUCT A SIDE SEWER TO CONNECT THESE PREMISES IN SUCH MANNER THAT MORE THAN ONE MULTIPLE RESIDENCE BUILDING IS CONNECTED TO ONE SIDE SEWER, NOT CONFORMING TO THE REQUIREMENT OF CITY ORDINANACE.

# 8. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 7803109004, AS FOLLOWS:

ENCROACHMENT OF BUILDING ON EASEMENT RIGHT OF WAY.

- NOTE: AN AFFIDAVIT OF CORRECTION OF SURVEY WAS RECORDED UNDER RECORDING NUMBER 7804260750.
- 9. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF CITY OF SEATTLE. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

# 10. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:

2005

TAX ACCOUNT NUMBER:

192404-9091-08

Order No.: 1175199 Your No.:

#### SPECIAL EXCEPTIONS

LEVY CODE:

0010

ASSESSED VALUE-LAND:

\$ 2,411,400.00

ASSESSED VALUE-IMPROVEMENTS:

\$ 1,691,800.00

GENERAL & SPECIAL TAXES:

BILLED: \$ 46,001.78

PAID: \$ 23,000.89 UNPAID: \$ 23,000.89

5 11. FEDERAL JUDGMENT ENTERED IN UNITED STATES DISTRICT COURT AT SEATTLE, WASHINGTON:

DATED:

OCTOBER 18, 1995

CAUSE NUMBER:

C9333

AGAINST:

LONGVIEW FIBRE

DETAILS WILL FOLLOW BY SUPPLEMENT COMMITMENT.

L 12. THE PROPOSED CONVEYANCE MUST BE AUTHORIZED BY RESOLUTION OF THE DIRECTORS OF THE FOLLOWING NAMED CORPORATION AND A COPY SUBMITTED:

LONGVIEW FIBRE COMPANY

- 13. IT WILL BE NECESSARY TO FURNISH EVIDENCE SATISFACTORY TO THE COMPANY THAT LONGVIEW FIBRE COMPANY IS A (AN) DELAWARE CORPORATION IN GOOD STANDING.
- M 14. TITLE IS TO BE VESTED IN PERSONS NOT YET REVEALED AND WHEN SO VESTED WILL BE SUBJECT TO MATTERS DISCLOSED BY A SEARCH OF THE RECORDS AGAINST THEIR NAMES.
- W 15. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.
- o NOTE 1:

Order No.: 1175199 Your No.:

#### SPECIAL EXCEPTIONS

EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING COUNTY RECORDER'S OFFICE WEBSITE AT WWW.METROKC.GOV/RECELEC/RECORDS AND SELECT ONLINE FORMS AND DOCUMENT STANDARDS.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

PORTION OF GOVERNMENT LOT 4 IN THE SOUTHEAST QUARTER OF SECTION 19-24-4.

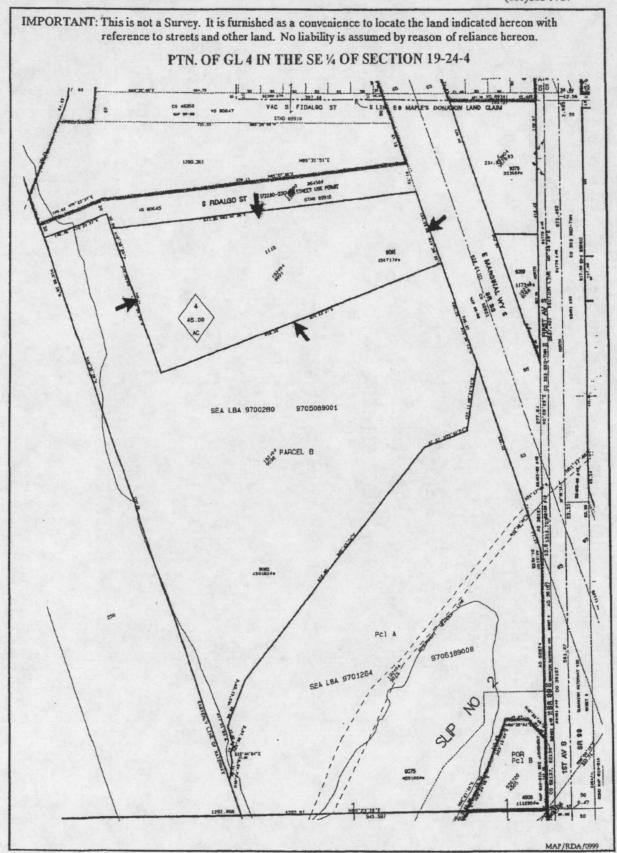
END OF SCHEDULE B



### CHICAGO TITLE INSURANCE COMPANY

701 FIFTH AVENUE, #3400, SEATTLE, WA 98104

PHONE: (206)628-5610 FAX: (206)628-9717



#### **EXCLUSIONS** (Cont'd.)

- 4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### **ALTA LOAN POLICY FORM (10-17-92)**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.